



CITY OF MARSHALL
City Council Meeting
A g e n d a

Tuesday, June 11, 2024 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider Approval of the Minutes from the Regular Meeting Held on May 28th

CONSENT AGENDA

2. Consider Approval to Allow SMSU to Hold a Raffle on October 12 for Homecoming
3. Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1057208 (S.P. A4201-111) for Airport Tractor/Loader Purchase
4. Call for a Public Hearing on a Proposed Increase in Liquor License Fees
5. Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

6. Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project - 1) Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment
7. Consider Appointments to Various Boards, Commission, Bureaus, and Authorities.

COUNCIL REPORTS

8. Commission/Board Liaison Reports
9. Councilmember Individual Items

STAFF REPORTS

10. City Administrator
11. Director of Public Works/City Engineer
12. City Attorney

ADMINISTRATIVE REPORTS

13. Administrative Brief

INFORMATION ONLY

14. Political Sign Placement
15. Building Permits

MEETINGS

16. Upcoming Meetings

ADJOURN

Disclaimer: These agendas have been prepared to provide information regarding an upcoming meeting of the Common Council of the City of Marshall. This document does not claim to be complete and is subject to change.



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, June 11, 2024
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Regular Meeting Held on May 28th
Background Information:	Enclosed are the minutes from the previous meetings.
Fiscal Impact:	
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
Recommendations:	That the minutes from the meeting held on May 28th be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, May 28, 2024**

The regular meeting of the Common Council of the City of Marshall was held May 28, 2024, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Amanda Schroeder, Steve Meister, and John Alcorn. Absent: James Lozinski and See Moua-Leske. Staff present included: Sharon Hanson; City Administrator; Pamela Whitmore, City Attorney (via Zoom); Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Eric Luther, Liquor Store Manager; Dean Coudron, Public Ways Supervisor; Ilya Gutman, Plans Examiner; Stephen Zimmer, Administrator Intern; and Steven Anderson, City Clerk.

Introduction of City Administrator Intern

Administrator Hanson introduced her intern, Stephen Zimmer. Zimmer informed the council of his background and goals with the internship.

Consider Approval of the Minutes from the Regular Meeting Held on May 14th

There were no amendments to the minutes presented.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to approve the minutes. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Vacation of Utility Easements in Proposed Lockwood Second Addition – 1) Public Hearing on Resolution Granting Petition to Vacate; 2) Consider Resolution Granting Petition to Vacate Easements

A signed petition for vacation of utility easements had been received from the owners of all the real property that included the proposed area to vacate. The purpose of the vacation was for a building addition in the proposed Lockwood Second Addition that would be heard later to approve the Final Plat. All utility companies had been notified of the vacation of easements petition and had been directed to coordinate with the property owner and land surveyor regarding the individual requirements, if any, of each utility company for completion of the vacation. The applicant had paid the \$200 escrow for direct costs related to the petition for vacation, and the difference would be refunded or billed to the applicant according to the current Fee Schedule.

Motion made by Councilmember Schroeder, Seconded by Councilmember Alcorn to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve Resolution 24-058 Granting a Petition for Vacation of Utility Easements. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Sounds of Summer 2024 - 1. Public Hearing on Private Use of Public Streets and Parking Lots (August 22-25, 2024); 2. Approval of Private Use of Public Streets and Parking Lots (August 22-25, 2024); 3. Approval of Parade (August 24, 2024)

The Sounds of Summer Committee had requested permission to close various streets from August 22, 2024, through August 25, 2024 for the annual Sounds of Summer event and parade. Due to the magnitude of the proposed event and potential impact to the businesses adjacent to the areas that are being requested to be blockaded, City Staff recommended that the City Council hold a public hearing on these types of requests prior to granting final approval. Marc Klaith and Brock Klaith of the Sounds of Summer Committee thanked the council and announced that a groundbreaking ceremony for the new aquatic center would be held August 23rd during the 16th annual Sounds of

Summer. In 2025 the Committee would need to make some adjustments because of the Aquatic Center construction and MnDOT Highway 19 constructions projects.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Motion made by Councilmember Meister, Seconded by Councilmember Alcorn to approve the private use of public streets and parking lots for Sounds of Summer from August 22-25, 2024. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Motion made by Councilmember Schroeder, Seconded by Councilmember Alcorn to approve the Sounds of Summer parade on August 24, 2024, subject to MnDOT approval as well. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Approval of the Consent Agenda

Motion made by Councilmember Alcorn, Seconded by Councilmember Schroeder to approve the items on the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

- Consider Approval of a Garbage/Refuse Haulers License for Sweetman Sanitation
- Consider an Amendment to Resolution 24-050 for the American Legion to Conduct Bingo at the Red Baron Arena on June 6th
- Consider Approval of the Bills/Project Payments

Approve Out-of-State Travel for Liquor Store Manager

Tall Grass Liquor had been selected as a winner for this year's Top 100 Retailers Awards. All winners would be featured in the June issue of *Beverage Dynamics*. Eric Luther, Tall Grass Liquor Store Manager, was also invited to accept the award in person in Chicago on June 19 at the Beverage Alcohol Retailers Conference. Trophies would be presented to all winners in attendance, and the conference would announce the retailers ranked in the top 20, as well as their Retailer of the Year. With being selected as a winner the conference costs were covered with a free promotional code. The conference runs from June 17th through 19th. The added costs of attending the out-of-state conference would have been mileage/car rental, and meals and lodging. Sessions at the conference included but are not limited to social media best practices; store security; legal & regulatory update; THC beverages; industry data presentations; business planning; E-commerce and third-party delivery services. There would be educational value in attending and staff also believe it would be beneficial to see what was happening at this level of retail store operations and would be a good networking opportunity. Mayor Byrnes commented on how well Tall Grass Liquors was run and operated, Councilmember Schafer also echoed the same sentiment as Mayor Brynes.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve the out of state travel request for Liquor Store Manager Eric Luther. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Lockwood Second Addition - 1) Approval of Preliminary Plat; 2) Consider Resolution Adopting the Final Plat

The property owner was planning a building addition and wished to redefine property lines to accommodate the addition. A public hearing was held on the preliminary plat at the Planning Commission meeting on May 8, 2024, and was recommended by the Planning Commission to approve the preliminary plat. The applicant has paid the \$300 escrow for direct costs relating to the plat and the difference will be refunded or billed to the applicant according to the current Fee Schedule. Councilmember Schroeder said the Planning Commission didn't have any concerns about the plat during the public hearing.

Motion made by Councilmember Schroeder, Seconded by Councilmember Schafer to approve the Preliminary Plat of Lockwood Second Addition. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Motion made by Councilmember Alcorn, Seconded by Councilmember Schroeder to approve Resolution 24-056 Approving the Final Plat of Lockwood Second Addition. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Peachy Subdivision - 1) Approval of Preliminary Plat; 2) Consider Resolution Adopting the Final Plat

The property owner was planning a demolition of existing buildings on the site and desired to create lots for sale and development. A public hearing was held on the preliminary plat at the Planning Commission meeting on May 8, 2024, and the Planning Commission recommended that the preliminary plat be approved. The applicant has paid the \$300 escrow for direct costs relating to the plat and the difference will be refunded or billed to the applicant according to the current Fee Schedule. Councilmember Schroeder said the Planning Commission didn't have any concerns about the plat during the public hearing.

Motion made by Councilmember Schroeder, Seconded by Councilmember Schafer to approve the Preliminary Plat of Peachy Subdivision. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve Resolution 24-057 Approving the Final Plat of Peachy Subdivision. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Consider Authorization to Submit MnDOT Grant Request Letter and Purchase Tractor/Loader for Airport

The city was recently notified that MnDOT Aeronautics had extended a grant offer to the city for a 70-30 cost split for the purchase of a new tractor with loader for use at the Southwest Minnesota Regional Airport/Ryan Field. The item was discussed at the May 9, 2024 Equipment Review Committee meeting and recommended that staff request quotes and to bring the quotes for Council recommendation on May 28, 2024. Following the recommendation from the Equipment Review Committee, City staff requested quotes from local implement dealers and on May 20, 2024, reviewed four quotes, submitted by three different dealers. The low proposal that met all requested specifications was a 2024 Case Maxxum 150 from Titan Machinery of Marshall, Minnesota, for \$145,340.76 after trade-in of the existing 2000 John Deere MFD 7410 with Loader. MnDOT was asking for a complete grant request by May 31, 2024. Councilmember Schafer said the Equipment Review Committee discussed the tractor and that the 24-year-old tractor had a lot of hard hours put into it and was due for replacement.

Motion made by Councilmember Schroeder, Seconded by Councilmember Alcorn to authorize city staff to submit a grant request letter to MnDOT for the purchase of a 2024 Case Maxxum 150 from Titan Machinery of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Consider Authorization to Purchase Robotic Total Station for Engineering Department and Declaring Existing Unit as Surplus

The Trimble S7 Robotic Total Station would replace the existing Trimble M3 Total Station which was purchased February of 2014. The robotic total station offered a productivity increase by replacing a conventional two-person operation with a one-person operation. The unit also offered higher quality measurement and precision. The robotic total station would be used with our existing GPS units to produce higher quality surveys, especially in areas with satellite obstructions. An example of these obstructions would have been when staff surveyed an area with tree cover, proximity to buildings, or deep ditches. Staff requested authorization to declare the existing Trimble M3 Total

Station as surplus property to be sold as the trade in value was very minimal. The 2024 Engineering capital budget included \$39,500 for the unit.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to authorize the purchase of a Trimble S7-2 Robotic Total Station in an amount not to exceed \$39,649.25 and to approve Resolution 24-059 declaring the existing Trimble M3 Total Station as surplus. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Registration/Zoning for THC Retail Sales

The city, through a moratorium, prohibited almost all business operations related to hemp-based products. Referred to as 151 Products because they are authorized by Minnesota Statutes, 151.72 and Lower-Potency Hemp Edibles. The two exceptions are that hemp-based beverages may be made at a brewery or distillery and an exclusive liquor store may sell hemp-based beverages. The moratorium was set to expire July 2024. The current estimate was that the Office of Cannabis Management (OCM) would begin issuing licenses early 2025 but seemed unlikely due to the slow progress of rulemaking by the OCM. The state law remained unchanged after a recent legislative session and the state would be licensing the sale of both the hemp-based products, and the higher-level cannabis products. Additionally, the law remained unchanged to allowing local governmental authorities basic zoning authority to establishments, like locations of retailers. State law also required businesses to register with the Minnesota Department of Health, and to follow the sales, packaging, and other related regulations contained in Minn. Stat. 151.72. Enforcement of violations was under the purview of the Minnesota Department of Health but would be transferred to the local governmental authority once licensing was in place. Staff, along with the Legislative and Ordinance Committee, discussed a framework that retailers of the Lower Potency Hemp based products/151 Products could start selling those products in the City of Marshall before waiting for final OCM rulemaking. The proposed ordinance created a registration system which complied with state law and enabled the city to know where these products were sold for purposes of compliance checks (like tobacco type compliance checks). Additionally, the proposed ordinance allowed the city to charge a registration fee to help offset the costs associated with compliance checks. The proposed ordinances also included proposed amendments to existing zoning which prohibited retail sales of these products in residential districts as "home sales" and created reasonable distance requirements between retailers selling these products and schools (500 feet from primary building as identified on city-maintained map). Along with the proposed registration ordinance, the proposed amendments to the existing zoning, and the repeal of the current moratorium, staff recommended adopting a new moratorium on the higher-level cannabis products until the OCM finalized rulemaking. Councilmember Meister noted that the L&O Committee discussed the registration a couple of times and depending on how the OCM creates rules many things may end up needing to be changed in the ordinance. Attorney Whitmore clarified that licensing was restricted to the state and local governments would only be able to do registrations. The OCM was recently allowed to grant an 18 month preliminary license for business' to start gaining traction before January 1, 2025.

Motion made by Councilmember Meister, Seconded by Councilmember Schroeder to introduce a proposed ordinance for the registration and zoning of THC retail sales and set a public hearing date with the Planning Commission on June 12, 2024, at 5:30PM. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Motion made by Councilmember Schroeder, Seconded by Councilmember Meister to introduce an interim ordinance on the moratorium of high level cannabis and to set a public hearing date with the City Council on June 25, 2024, at 5:30 PM. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Commission/Board Liaison Reports

Byrnes No report.

Schafer	Commented that the PI&T Committee had been busy the past few months and thanked the members and city staff.
Meister	No report.
Schroeder	EDA focused on childcare and the City of Marshall was accepted into a Childcare Strategic Supply Plan Program.
Alcorn	No report.
Moua-Leske	Absent.
Lozinski	Absent.

Councilmember Individual Items

Councilmember Meister talked about a constituent that had spoken to him about the Rental Ordinance and their confusion with the language of it.

Mayor Byrnes addressed mowing and weeds and that there is a process that the city has to follow before ordinance violations can be taken care of.

City Administrator

The Schwan's hanger lease was awaiting additional approval from their corporate office before the item comes to council.

Director of Public Works/City Engineer

Any questions on the rental ordinance should be directed to the Public Works department and projects were still ongoing but the rain had slowed down some progress.

City Attorney

No report.

Information Only

There were no questions on the Information Only items.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjournment

At 6:22 PM Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to adjourn the meeting. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. The motion **Carried. 5-0.**

Attest:

Steven Anderson, City Clerk

Robert Byrnes, Mayor

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, June 11, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval to Allow SMSU to Hold a Raffle on October 12 for Homecoming
Background Information:	<p>The Southwest Minnesota State University Foundation will be hosting a raffle fundraiser on October 12 at the SMSU Campus located at 1501 State Street for Homecoming.</p> <p>Gambling permits are issued by the State of MN but require local approval before submittal.</p>
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the LG220 Application for Exempt Permit for SMSU Foundation on October 12, 2024 at 1501 State Street.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Southwest Minnesota State University Foundation Previous Gambling Permit Number: X- 30687-22-067

Minnesota Tax ID Number, if any: 8213114 Federal Employer ID Number (FEIN), if any: 23-7108470

Mailing Address: 1501 State Street

City: Marshall State: MN Zip: 56258 County: Lyon

Name of Chief Executive Officer (CEO): Nathan Polfliet

CEO Daytime Phone: 507/ 537-6285 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): Barb.Berkenpas@smsu.edu

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Southwest Minnesota State University Campus

Physical Address (do not use P.O. box): 1501 State Street

Check one:

☒ City: Marshall Zip: 56258 County: Lyon

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): October 12, 2024 (Mustang Raffle / Homecoming)

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☐ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: Marshall

Signature of City Personnel: _____

Title: City Clerk

Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)


Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 5/31/2024

(Signature must be CEO's signature; designee may not sign)

Print Name: Nathan Polfliet

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

How You May Spend Gambling Funds	How You May Not Spend Gambling Funds
<p>Allowable expenses - Gambling funds may be spent for allowable expenses, such as:</p> <ul style="list-style-type: none"> • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. <p>Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose):</p> <ul style="list-style-type: none"> • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public) or active military personnel in need; • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements). 	<ol style="list-style-type: none"> 1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: <ul style="list-style-type: none"> • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

BINGO AND RAFFLE – Checklist for Excluded/Exempt Permits

The purpose of this form is to help your organization conduct excluded/exempt gambling in compliance with the requirements listed below. Exempt and Excluded activities cannot be conducted in the same calendar year. The five forms of lawful gambling are bingo, paddlewheels, pull-tabs, raffles and tipboards. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the *Lawful Gambling Manual*; 3) the online class, "Conduct of Raffles"; and 4) the *phone number and email address* of your county's Licensing (license, permits and leases) and Compliance (conduct and reporting) Specialists.

Check Box	RAFFLES
✓	1. Tickets are printed in accordance with MN Rule 7861.0310.
✓	2. Tickets contain the sequential number of the raffle ticket. Theatre style tickets may be used. (349.173)
✓	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)
✓	4. The organization must pay in full or otherwise become the owner of all prizes prior to the raffle drawing, except for raffles with gross receipts of \$60 or less. (7861.0260)
✓	5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)
✓	6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)
✓	7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (349.166)
✓	8. Cash must not be substituted for merchandise prizes that have been won. (7861.0260 Subp. 4C(2))
✓	9. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)
✓	10. Only cash, personal checks, cashier's checks, money orders, travelers' checks, and debit cards may be accepted for the purchase of tickets (NO CREDIT CARDS – NO INTERNET SALES). (349.2127) (7861.0260)
✓	11. The method of winner selection cannot be manipulated or based on the outcome of an event not under the organization's control. (349.173)
✓	12. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)
✓	13. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)
✓	14. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
✓	15. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
✓	16. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)

BINGO

1. Clear and legible house rules in accordance with MN Rule 7861.0270 are prominently posted at the point of winner selection.
2. House rules include the policy on declaring bingo and last number called. (7861.0270 Subp. 2A(1))
3. House rules include the reasons for potentially cancelling bingo occasions. (7861.0270 Subp. 2A(1))
4. All sales must be on a cash basis and take place at the permitted premises during or immediately prior to the bingo occasion. (NO CREDIT CARDS – NO INTERNET SALES) (7861.0270 Subp. 5B(1))
5. Bingo paper must not be offered for free or discounted unless the price is reduced with a coupon. (7861.0270 Subp. 5B(7))
6. Bingo balls must be available for inspection by at least one player before the occasion begins to determine that all are present and in operating condition. (7861.0270 Subp. 3A)
7. No reservation of bingo cards or bingo paper for any person (7861.0270 Subp. 3F)
8. Bingo records (including bingo program) must be kept for 3½ years. (7861.0270 Subp. 11)

BINGO AND RAFFLES

1. Gambling records must be kept for 3½ years. (7861.0310)
2. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 Subd. 3a) (349.12 Subd. 25) (mn.gov/gcb/faq-exemptexcluded.html) and (mn.gov/gcb/assets/infosheetspendinggamblingfunds.pdf)

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, June 11, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1057208 (S.P. A4201-111) for Airport Tractor/Loader Purchase
Background Information:	<p>In May 2024, the City received a MnDOT equipment grant offer for a 70-30 cost split of a Tractor/Loader for use at the Airport.</p> <p>At the 05/28/2024 meeting, City Council authorized City staff to submit a grant request letter to MnDOT for the purchase of a 2024 Case Maxxum 150 tractor and a Case L115 loader from Titan Machinery of Marshall, Minnesota, with a total machine cost of \$196,580.76, less a trade-in of \$51,240 for our current machine, resulting in a total outlay of \$145,340.76.</p> <p>City staff submitted the attached grant request packet to MnDOT dated 05/29/2024. Per the grant offer, the City was required to return a grant request letter by 05/31/2024.</p> <p>Prior to purchasing the unit, the City must execute the included Resolution that authorizes the City to enter into the State grant agreement. The grant agreement and resolution are included in the Council packet for review.</p> <p>Per MnDOT, the trade-in unit was previously purchased at 60-40 cost split (not 70-30) in the amount of \$50,767.78 (State \$30,460.67 / Local \$20,307.11). Therefore, the total cost participation amounts have been revised from State \$101,738.53/Local \$43,602.23 to State \$107,145.86/Local \$38,194.90.</p>
Fiscal Impact:	Total machine cost of \$196,580.76, less a trade-in of \$51,240 for our current machine, resulting in a total outlay of \$145,340.76. The new unit will be split 70-30 with MnDOT (State \$137,606.53 / Local \$58,974.23), and the trade-in will be split (State \$30,460.67 (max based on 60% participation of original \$50,767.78 purchase price) / Local \$20,779.33), resulting in total participation of State \$107,145.86 / Local \$38,194.90.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION 24-062, which is the Resolution of Authorization to Execute MnDOT Grant Agreement No. 1057208 (S.P. A4201-111) for Airport Improvement Excluding Land Acquisition for Airport purchase of a new 2024 Case Maxxum 150 with L115 loader from Titan Machinery of Marshall, Minnesota, with a total machine cost of \$196,580.76, less a trade-in of \$51,240 for our current machine, resulting in a total outlay of \$145,340.76, resulting in total participation of State \$107,145.86 / Local \$38,194.90.



PUBLIC WORKS DIVISION
344 WEST MAIN STREET
MARSHALL, MN 56258-1313
PHONE: 507-537-6773

May 29, 2024

Mr. Luke Bourassa, PE
South Region Engineer
MnDOT Office of Aeronautics
395 John Ireland Boulevard | Mail Stop 410
St. Paul, MN 55155-1800
Luke.bourassa@state.mn.us

Re: Southwest Minnesota Regional Airport / Ryan Field (MML)
SFY 2024 Equipment Solicitation Request–Tractor/Loader

Mr. Bourassa:

The City of Marshall hereby requests a grant agreement for State funding for a 2024 Case Maxxum 150 Tractor/Loader for the Southwest Minnesota Regional Airport (MML).

The total equipment cost is \$196,580.76, less a trade-in value of \$51,240.00 for our 2000 John Deere MFD 7410 machine. State funding is requested in the amount of \$101,738.53, which represents a 70% State funding share of the cost for the 2024 Case Maxxum 150 Tractor/Loader after trade-in.

Included with this request letter is a cost breakdown summary that identifies our costs for the purchase of this machine. In addition, we've included the signed quote sheet that was provided by Titan Machinery of Marshall, Minnesota.

Thank you for your consideration. If you have any questions concerning this SFY 2024 grant request, please contact me at 507-537-6773 or Jason.Anderson@ci.marshall.mn.us.

Respectfully,

Jason R. Anderson, P.E.
Director of Public Works/City Engineer

Cc: Dan Sherer, TKDA

Enclosures: Cost Breakdown Summary
Signed Quote

Airport: Southwest Minnesota Regional Airport/Ryan Field

Ident: MML

Sponsor: City of Marshall

State Project:

State Agreement #:

Description: 2024 Equipment Solicitation Request--Tractor/Loader

Version Date: 5/29/2024

Construction	Description	Total	State Funding Rate	State	Local
	2024 Case Maxxum 150 Tractor/Loader	\$ 196,580.76	70%	\$ 137,606.53	\$ 58,974.23
	CONSTRUCTION SUBTOTAL	\$ 196,580.76		\$ 137,606.53	\$ 58,974.23
Engineering	Description	Total		State	Local
		\$ -	0%	\$ -	\$ -
		\$ -	70%	\$ -	\$ -
	2000 John Deere MFD 7410 with Loader	\$ (51,240.00)	70%	\$ (35,868.00)	\$ (15,372.00)
	ENGINEERING SUBTOTAL	\$ (51,240.00)		\$ (35,868.00)	\$ (15,372.00)
Administration	Description	Total		State	Local
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
		\$ -	70%	\$ -	\$ -
	ADMINISTRATION SUBTOTAL	\$ -		\$ -	\$ -
	Grant Amounts	\$ 145,340.76		\$ 101,738.53	\$ 43,602.23
	Grant Percentages	100.00%		70.00%	30.00%

PROPOSAL A

TO THE HONORABLE MAYOR AND THE
COMMON COUNCIL OF THE CITY OF
MARSHALL, MINNESOTA

May 9, 2024

The undersigned being familiar with all requirements and conditions hereby proposes to FURNISH ONE (1) NEW 2024 MFD TRACTOR WITH LOADER FOR CITY OF MARSHALL (AIRPORT DEPARTMENT) in accordance with the base quote specifications attached hereto for the following price, to-wit:

The undersigned has completed the attached "MINIMUM SPECIFICATIONS" sheet including explanation of any items which exceed the minimum specifications.

BASE BID: ONE (1) NEW 2024 MFD TRACTOR WITH LOADER

YEAR	<u>2024</u>
MAKE	<u>CASE IH</u>
MODEL	<u>MAXXUM 150 ACTIVE DRIVE 8</u>

TRADE-IN: 2000 John Deere MFD 7410 with loader and 7950 hours.

BASE BID AMOUNT*	\$ <u>196,580.76</u>
LESS TRADE-IN AMOUNT	\$ <u>51,240.00</u>
SUBTOTAL	\$ <u>145,340.76</u>
TOTAL BID AMOUNT	\$ <u>145,340.76</u>

DELIVERY DATE 30-45 Days

Contact Public Ways Superintendent Dean Coudron at 507-829-5806 regarding questions on the specifications of the new equipment and viewing of trade-in.

In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals, and to waive any informalities, and accept the quote or quotes that are in the best interest of the City.

Respectfully Submitted,

Joe Swenhaugen

OFFICIAL ADDRESS
TITAN MACHINERY

1201 HWY.59 NORTH

MARSHALL, MN 56258

**MINIMUM SPECIFICATIONS FOR
ONE (1) NEW 2024 MFD TRACTOR WITH LOADER
FOR CITY OF MARSHALL (AIRPORT DEPARTMENT)
MARSHALL, MINNESOTA**

MINIMUM SPECIFICATION		Meets Min. Spec? If "Yes", mark w/ "X"	Comments for Items Exceeding Minimum Specifications
1)	Base machine weight 14,200 LBS minimum	X	
2)	150 Rated Hp (Engine)	X	
3)	125 PTO Hp	X	
4)	540 / 1000 rpm PTO	X	
5)	30 GPM hydraulic pump	X	39.6 GPM
6)	Radial Agricultural lug tires front and rear	X	
7)	Standard tire size to match unit.	X	
8)	20 speed auto shift transmission	X	23 SPEED
9)	MFD front axle.	X	
10)	Front fenders	X	
11)	Bar style rear axle. For adjusting wheel widths.	X	
12)	Rear differential lock	X	
13)	Rear 3-point hitch with center link ball ends	X	
14)	Rear drawbar style hitch	X	
15)	Quick attach loader self-leveling	X	
16)	Single point hydraulics	X	
17)	8' quick attach dirt bucket with bolt on cutting edge.	X	
18)	3 SCV valves on rear	X	
19)	Foot throttle	X	
20)	Panorama roof window.	X	
21)	Full cab with heat and ac.	X	
22)	Air ride Cloth seat	X	
23)	Tilt and telescopic steering	X	
24)	Full instrumentation	X	
25)	12 Volt electrical system	X	
26)	120 Amp charging system	X	
27)	LED lighting with flashers	X	
28)	LED Strobe light	X	
29)	AM / FM radio with Bluetooth	X	
30)	Auto-trac with display	X	
31)	Large outside mirrors	X	
32)	Rear view mirror	X	
33)	65 Gallon Fuel capacity.	X	
34)	Fuel tank guard.	X	
35)	SMV sign	X	
36)			

Also included is all equipment normally advertised as standard equipment on the make and model bid on proposal. All other items advertised as standard equipment shall be included in the bid and furnished by the successful bidder.

Pre-Delivery: Prior to delivery, new vehicle shall be completely serviced by vendor in accordance with the standard. New care and "Make Ready" and manufacturer's recommendations. FOB City of Marshall Street Department.

Equipment Sales Agreement

AVAILABILITY / PRICING

I (We), the undersigned, hereby order from you the Product described on the previous page, to be available as shown. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown is subject to your receipt of the Product prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Product after the date of this order. Product to be available on or after .

WARRANTY

New, New Demo/Rental Equipment

Applicable new equipment warranty is available to the customer by a separate statement of Manufacturer's Warranty and Limitation of Liability. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE MANUFACTURER'S WARRANTY.** Remaining new equipment warranty on demo/rental units will be provided per Manufacturer's policy. The customer signature below acknowledges receipt of the warranty statement.

Used Equipment Warranty

Used Equipment is sold AS-IS, WITH NO REPRESENTATIONS OR WARRANTIES unless otherwise noted in warranty column of Purchased Equipment. If extended or Powertrain warranty is noted for used equipment, that warranty will expire based on the Terms and Conditions set forth on the Warranty Contract.

Warranty is defined as a failure or defect in parts and/or workmanship. Upgrades, improvements, wear items, tires, maintenance parts, service call mileage and trucking are excluded. Warranty parts and labor must be purchased from Titan Machinery Inc. dealerships.

ACKNOWLEDGMENTS

I (We) promise to pay the balance due shown on the reverse (line 7 and 8) in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the Seller until one of the foregoing is accomplished. This is a cash transaction. If the Purchaser so requests prior to acceptance, the unpaid balance will be handled as a Time Sale Agreement (Retail Installment Contract), subject to available financing and credit approval.

ADDITIONAL TERMS AND CONDITIONS

1. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at the time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
2. In the event the dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling this order in writing immediately on being notified thereof.
3. No delivery of above goods to be made until full settlement is received.
4. Seller and manufacturer make no representations or warranties, express or implied (including the implied warranties of merchantability and fitness) except as provided on the Manufacturer's Warranty and Limitation of Liability Statement.
5. The Seller assumes no liability for non-shipment, delay in shipment or other circumstances beyond its control.
6. If any balance is owed under this Agreement, customer hereby grants to Seller, to secure the payment of the balance, a security interest in the Purchased Equipment described on page 1. Customer authorizes Seller to file any document necessary to perfect, continue, amend, or terminate its security interest in the collateral.

Purchaser(s) Initials: _____

RESOLUTION 24-062

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the **City of Marshall** as follows:

1. That the state of Minnesota Agreement No. **1057208**,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A4201-111** at the **Marshall Airport** is accepted.
2. That the _____ Mayor _____ and _____ City Clerk _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of Marshall.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____ Lyon _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

City of Marshall
(Name of the Recipient)

at an authorized meeting held on the _____ 11th _____ day of _____ June _____, 2024
as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF MINNESOTA
STATE AIRPORTS FUND
EQUIPMENT GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and City of Marshall acting through its City Council, 344 West Main Street, Marshall, MN 56258-1313 ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport equipment project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to order the equipment.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **A4201-111**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn. Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.4 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or

termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>State Share</u>	<u>Grantee Share</u>
purchase new 2024 Case IH Maxxum Tractor (\$177,826.96)	70% (\$124,478.87)	30% (\$53,348.09)
purchase new 2024 Case IH L115 Loader (\$18,753.80)	70% (\$13,127.66)	30% (\$5,626.14)
trade in tractor & loader previously purchased under S.P. 4201-54 (-\$51,240.00)	60% (-\$30,460.67)	40% (-\$20,779.33)

The total project cost was \$50,767.78.

The state's share was \$30,460.67. That is the maximum amount the state is entitled to on the trade-in.

State:	<u>\$107,145.86</u>
Grantee:	<u>\$38,194.90</u>

4.2 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$107,145.86**.

4.4 Payment

4.4.1 **Invoices.** Grantee will submit invoices for payment by electronic e-mail. Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and upon completion of the services.

4.4.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.4.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.4.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.4.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State may make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.4.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.4.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate

action on all deficiencies identified by State.

4.4.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.4.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.4.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverable to the State after the final payment due under this Agreement is made by the State: (1) Photos of each piece of equipment purchased with the Minnesota Department of Transportation, Office of Aeronautics sticker attached.

4.5 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or Brian Conklin, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658 or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Jason R. Anderson, P.E., Director of Public Works/City Engineer
344 West Main Street, Marshall, MN 56258-1313
Phone: (507) 537-6773, jason.anderson@ci.marshall.mn.us

or their successor. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and a

claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 Termination. The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to State, to federal and state tax agencies and state personnel involved in the payment of state obligations. Th

identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.
- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 20 **Additional Provisions**
Notwithstanding section 2.4 of this agreement, if and/or when the state-funded equipment purchased under this agreement is sold or traded in, Grantee must notify State's Authorized Representative and State will be entitled to recapture its share of the sale proceeds. State's share of the proceeds will be equivalent to the percentage of State's participation in the purchase of the equipment.

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF AERONAUTICS
222 EAST PLATO BOULEVARD
ST. PAUL, MINNESOTA 55107-1618
TELEPHONE NUMBER: (651) 234-7200

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

[illegible]

☐ *FINAL ☒ PARTIAL (CHOOSE ONE)

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality

By

Title

Item 3. FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

Exhibit "B" (cont.)

STATE OF Minnesota

COUNTY OF

, being first duly sworn, deposes and says that he/she is the
 of the Municipality of , in the County
of , State of Minnesota; that he/she has prepared the foregoing Credit Application,
knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own
knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, June 11, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Call for a Public Hearing on a Proposed Increase in Liquor License Fees
Background Information:	<p>On May 21, 2024, the Ways and Means Committee met and were presented with various fees for the upcoming year. However, under MN Statute §340A.408 Subd. 3a. fee increases for on-sale/off sale 3.2 percent malt liquor and intoxicating liquor require that a public hearing be held and that all affected licensees of 3.2 percent malt liquor and intoxicating liquor be mailed a notice at least 30 days before the date set for the hearing.</p> <p>Liquor fees were last adjusted in 2018 to increase the Brewer Tap Room fee from \$250 to \$500 and to lower On-Sale Liquor from \$4,200 to \$3,000. A public hearing was not held regarding these adjustments in 2018 because Brewer fees did not fall under the requirements of §340A.408 and a decrease in fees also did not meet the requirements under §340A.408 Subd. 3a.</p> <p>There are currently 14 businesses with an intoxicating liquor license, 11 businesses that hold a 3.2 percent off-sale malt liquor license, 3 businesses that possess a 3.2 percent on-sale malt liquor license, and 2 with an on-sale wine license.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To set a public hearing date of July 23, 2024, at 5:30 PM for consideration of a proposed increase in liquor license fees.

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Karla Drown
Meeting Date:	Tuesday, June 11, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 05/31/2024 - 06/11/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
3764	A & M CONSTRUCTION	05/31/2024	Regular	0.00	6,635.20	124518
0542	ABRA AUTOBODY AND GLASS INC	06/07/2024	Regular	0.00	6,528.30	124540
0567	ALEX AIR APPARATUS 2 LLC	05/31/2024	EFT	0.00	1,058.22	16677
0578	AMAZON CAPITAL SERVICES	05/31/2024	EFT	0.00	270.60	16678
0578	AMAZON CAPITAL SERVICES	06/07/2024	EFT	0.00	551.88	16721
7651	ANDERSON, BETH	06/07/2024	Regular	0.00	500.00	124541
2701	ANDERSON, JASON	06/07/2024	EFT	0.00	80.00	16722
0630	ARCTIC GLACIER	05/31/2024	Regular	0.00	614.38	124519
6041	AUTOMATIC BUILDING CONTROLS, ABC INC	05/31/2024	Regular	0.00	624.00	124520
2340	BAKER TILLY VIRCHOW KRAUSE, LLP	06/07/2024	EFT	0.00	39,770.00	16723
7256	BALDWIN SUPPLY COMPANY	05/31/2024	Regular	0.00	633.44	124521
2362	BAUMANN, ADAM	06/07/2024	EFT	0.00	30.00	16724
7505	BEAM TECHNOLOGIES INC	06/05/2024	Bank Draft	0.00	4,233.56	DFT0003907
7505	BEAM TECHNOLOGIES INC	06/05/2024	Bank Draft	0.00	4,232.85	DFT0003949
7505	BEAM TECHNOLOGIES INC	06/05/2024	Bank Draft	0.00	994.21	DFT0003959
3262	BEEK, JORDY	05/31/2024	EFT	0.00	652.96	16679
0688	BELLBOY CORPORATION	05/31/2024	EFT	0.00	7,091.76	16680
0699	BEVERAGE WHOLESALERS, INC.	05/31/2024	Regular	0.00	42,363.78	124522
0726	BORCH'S SPORTING GOODS, INC.	05/31/2024	EFT	0.00	722.00	16681
0726	BORCH'S SPORTING GOODS, INC.	06/07/2024	EFT	0.00	125.85	16725
0018	BORDER STATES INDUSTRIES, INC.	06/07/2024	EFT	0.00	61.08	16726
3829	BRAU BROTHERS	05/31/2024	EFT	0.00	309.00	16682
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	05/31/2024	Regular	0.00	5,880.06	124523
5696	BROTHERS FIRE PROTECTION	05/31/2024	EFT	0.00	1,441.00	16683
5696	BROTHERS FIRE PROTECTION	06/07/2024	EFT	0.00	450.00	16727
0186	BRUNSVOLD, QUENTIN	06/07/2024	EFT	0.00	30.00	16728
3413	BRUSVEN, KATHERINE	06/07/2024	EFT	0.00	30.00	16729
0204	BUYSSE, JASON	06/07/2024	EFT	0.00	30.00	16730
5511	C&R FIRE SUPPRESSION	05/31/2024	Regular	0.00	71.00	124525
0216	CALLENS, DAVID	05/31/2024	EFT	0.00	20.00	16684
0216	CALLENS, DAVID	06/07/2024	EFT	0.00	30.00	16731
6791	CAPITAL ONE	05/31/2024	Regular	0.00	327.45	124526
6791	CAPITAL ONE	06/07/2024	Regular	0.00	75.44	124542
0802	CARLSON & STEWART REFRIGERATION, INC.	06/07/2024	EFT	0.00	2,502.21	16732
7649	CASTRO, JOSE	05/31/2024	Regular	0.00	500.00	124527
0815	CATTOOR OIL COMPANY, INC	05/31/2024	EFT	0.00	570.00	16685
0239	CAUWELS, ROGER	06/07/2024	EFT	0.00	30.00	16733
6405	CELLEBRITE INC	06/07/2024	EFT	0.00	7,220.00	16734
5860	CENTRAL STATES INDUSTRIAL SUPPLY, INC	05/31/2024	EFT	0.00	95.69	16686
5733	CLARITY TELECOM, LLC	05/31/2024	EFT	0.00	145.00	16687
0272	COUDRON, DEAN	06/07/2024	EFT	0.00	30.00	16735
3524	CURRY, TANNYR	05/31/2024	EFT	0.00	72.00	16688
0934	D & G EXCAVATING INC	06/07/2024	EFT	0.00	149,782.92	16781
3819	DACOTAH PAPER CO	06/07/2024	EFT	6.58	651.59	16736
0975	DEPUTY REGISTRAR #32	06/07/2024	Regular	0.00	51.25	124543
2913	DESMET, JASMINE	05/31/2024	EFT	0.00	93.80	16689
3259	DEUTZ, LAUREN	06/07/2024	EFT	0.00	80.00	16737
5731	DOLL DISTRIBUTING LLC	05/31/2024	EFT	0.00	17,084.36	16690
1020	DUININCK, INC.	06/07/2024	EFT	0.00	2,323.52	16738
1090	FASTENAL COMPANY	05/31/2024	EFT	0.00	333.50	16691
1090	FASTENAL COMPANY	06/07/2024	EFT	0.00	82.32	16739
7073	FIXEN CHIROPRACTIC	06/07/2024	EFT	0.00	230.00	16740
1158	GALLS INC	06/07/2024	EFT	0.00	80.65	16741
3261	GILES, BLAKE	05/31/2024	EFT	0.00	67.00	16692

Council Check Report

Date Range: 05/31/2024 - 06/11/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5926	GUZA MACHINE, INC	05/31/2024	Regular	0.00	240.00	124528
3565	HANSON, ERIC	06/07/2024	EFT	0.00	70.00	16742
1256	HAWKINS INC	06/07/2024	EFT	0.00	4,467.08	16743
2153	HOFFMANN, RYAN	06/07/2024	EFT	0.00	30.00	16744
4885	HORIZON COMMERCIAL POOL SUPPLY	06/07/2024	EFT	0.00	430.34	16745
1311	HYVEE FOOD STORES INC	06/07/2024	Regular	0.00	186.10	124544
5017	JIM'S CLOTHING & SPORTING GOODS	06/07/2024	Regular	0.00	2,546.76	124545
1399	JOHNSON BROTHERS LIQUOR COMPANY	05/31/2024	EFT	0.00	14,640.11	16693
2036	JOHNSON BROTHERS LIQUOR COMPANY	05/31/2024	EFT	0.00	15,568.72	16696
2605	JOHNSON BROTHERS LIQUOR COMPANY	05/31/2024	EFT	0.00	1,172.32	16695
5447	JOHNSON BROTHERS LIQUOR COMPANY	05/31/2024	EFT	0.00	565.05	16694
1417	KENNEDY & GRAVEN, CHARTERED	06/07/2024	EFT	0.00	5,906.50	16746
5095	KIBBLE EQUIPMENT LLC	06/07/2024	EFT	0.00	72.24	16747
7393	KINNEY CREEK BREWERY	05/31/2024	EFT	0.00	531.00	16697
7650	KONTZ, KAYLEIGH	06/07/2024	Regular	0.00	120.00	124546
0785	KOPITSKI, JASON	06/07/2024	EFT	0.00	30.00	16748
2363	KRUK, CHRISTOPHER	06/07/2024	EFT	0.00	30.00	16749
6629	KURITA AMERICA INC	05/31/2024	EFT	0.00	6,660.00	16698
7648	LAC QUI PARLE VALLEY HOOPS CLUB	05/31/2024	Regular	0.00	225.00	124529
0265	LEE, JERRED	06/07/2024	EFT	0.00	30.00	16750
1508	LOCKWOOD MOTORS INC	06/07/2024	EFT	0.00	27.90	16751
7177	LOUWAGIE, BRANDON MICHAEL	06/07/2024	EFT	0.00	147.29	16752
3065	LUTHER, ERIC	05/31/2024	EFT	0.00	25.82	16699
3065	LUTHER, ERIC	06/07/2024	EFT	0.00	30.00	16753
1531	LYON COUNTY AUDITOR-TREASURER	06/07/2024	EFT	0.00	693.98	16754
1616	MARSHALL CONVENTION & VISITORS BUREAU	06/07/2024	EFT	0.00	21,195.19	16755
5813	MARSHALL LUMBER CO	05/31/2024	EFT	0.00	600.00	16700
5813	MARSHALL LUMBER CO	05/31/2024	EFT	0.00	281.54	16701
5813	MARSHALL LUMBER CO	06/07/2024	EFT	0.00	269.50	16756
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	05/31/2024	EFT	3.68	180.08	16702
0933	MARSHALL, JAMES	06/07/2024	EFT	0.00	80.00	16757
2719	MELLENTHIN, CODY	06/07/2024	EFT	0.00	30.00	16758
4980	MENARDS INC	05/31/2024	EFT	0.00	287.00	16703
0973	MEULEBROECK, ANDY	06/07/2024	EFT	0.00	30.00	16759
1779	MINNESOTA DEPARTMENT OF HEALTH	06/07/2024	Regular	0.00	40.00	124547
1779	MINNESOTA DEPARTMENT OF HEALTH	06/07/2024	Regular	0.00	40.00	124548
1839	MINNESOTA VALLEY TESTING LABS INC	05/31/2024	EFT	0.00	247.20	16704
1787	MN STATE BOARD OF ASSESSORS	05/31/2024	Regular	0.00	150.00	124530
3453	MOBERG, E.J.	06/07/2024	EFT	0.00	80.00	16760
1690	MOBILE HEALTH SERVICES LLC	05/31/2024	EFT	0.00	10,580.00	16705
1862	MORTENSON, ROMA	05/31/2024	Regular	0.00	500.00	124531
7647	MOTHERS AGAINST DRUNK DRIVING	05/31/2024	Regular	0.00	225.00	124532
3336	NEWHOUSE, JOSEPH	05/31/2024	EFT	0.00	67.00	16706
1945	NORM'S GTC	05/31/2024	Regular	0.00	96.29	124533
1945	NORM'S GTC	06/07/2024	Regular	0.00	17.44	124549
1986	NORTH CENTRAL INTERNATIONAL, INC	06/07/2024	EFT	0.00	170.59	16761
1243	PATZERS INC	05/31/2024	EFT	0.00	135.39	16707
1243	PATZERS INC	06/07/2024	EFT	0.00	9.96	16762
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	05/31/2024	EFT	0.00	105.00	16708
7053	PERFORMANCE FOOD GROUP, INC.	06/07/2024	Regular	0.00	169.51	124550
2049	PLUNKETTS PEST CONTROL INC	05/31/2024	EFT	0.00	43.50	16709
3557	POMP'S TIRE SERVICE, INC.	05/31/2024	EFT	0.00	797.31	16710
1163	PRZYBILLA, SCOTT	06/07/2024	EFT	0.00	30.00	16763
6166	PULVER MOTOR SVC, LLC	06/07/2024	EFT	0.00	80.00	16764
2096	QUARNSTROM & DOERING, PA	05/31/2024	EFT	0.00	1,062.50	16711
2096	QUARNSTROM & DOERING, PA	06/07/2024	EFT	0.00	5,684.71	16765
2112	R AND G CONSTRUCTION COMPANY	06/07/2024	EFT	0.00	220,377.96	16782
4112	R.D. OFFUT COMPANY	06/07/2024	EFT	0.00	63,752.27	16766
4021	RAILROAD MGT CO III,LLC	06/07/2024	Regular	0.00	379.14	124551
6273	RAMBOLL AMERICAS ENGINEERING SOLUTIONS	05/31/2024	Regular	0.00	4,224.25	124534
2125	RIEKE, BENJAMIN	06/07/2024	EFT	0.00	30.00	16767

Council Check Report

Date Range: 05/31/2024 - 06/11/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1211	ROKEH, JASON	06/07/2024	EFT	0.00	30.00	16768
2201	RUNNING SUPPLY, INC	05/31/2024	EFT	0.00	62.78	16712
2201	RUNNING SUPPLY, INC	06/07/2024	EFT	0.00	15.99	16769
2470	SANDGREN, KAYLYNN	06/07/2024	EFT	0.00	30.00	16770
4939	SCP DISTRIBUTORS LLC	06/07/2024	EFT	0.00	170.53	16771
5995	SHADES OF THE PAST OF MARSHALL INC	05/31/2024	Regular	0.00	50.00	124535
7643	SKEWES, LORI	05/31/2024	Regular	0.00	55.00	124536
4855	SOUTHERN GLAZER'S	05/31/2024	EFT	0.00	16,004.39	16713
4522	ST LOUIS MRO INC.	05/31/2024	EFT	0.00	27.50	16714
2784	STEFFEN, LEE	05/31/2024	EFT	0.00	1,130.92	16715
1659	STELTER, GEOFFREY	06/07/2024	EFT	0.00	30.00	16772
1350	STENSRUD, PRESTON	06/07/2024	EFT	0.00	30.00	16773
2721	SWALBOSKI, BRIAN	05/31/2024	EFT	0.00	1,233.19	16716
1378	SWANSON, GREGG	06/07/2024	EFT	0.00	30.00	16774
6277	TALKING WATERS BREWING CO, LLC	05/31/2024	EFT	0.00	835.00	16717
0875	THE COMPUTER MAN INC	06/07/2024	EFT	0.00	45.00	16775
7646	THORDSON, JESSE & RASHELL	05/31/2024	Regular	0.00	300.00	124537
6156	TRUE BRANDS	05/31/2024	EFT	0.00	29.86	16718
1423	TRUEDSON, SCOTT	06/07/2024	EFT	0.00	30.00	16776
5106	ULINE	05/31/2024	EFT	0.00	1,452.68	16719
2499	US BANK	06/07/2024	EFT	0.00	500.00	16777
1448	VANLEEUEWE, SARA J.	06/07/2024	EFT	0.00	70.00	16778
4489	VERIZON WIRELESS	05/31/2024	EFT	0.00	440.15	16720
6113	VERSA-VEND VENDING INC	06/07/2024	EFT	0.00	2,013.13	16779
2538	VIKING COCA COLA BOTTLING CO.	06/07/2024	EFT	0.00	1,334.60	16780
5961	WAYNE'S TRACTOR REPAIR	05/31/2024	Regular	0.00	73.06	124538
7645	YORDE, JEFFREY	05/31/2024	Regular	0.00	300.00	124539

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	45	33	0.00	74,741.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	9,460.62
EFT's	165	106	10.26	637,109.68
	213	142	10.26	721,312.15

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	45	33	0.00	74,741.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	9,460.62
EFT's	165	106	10.26	637,109.68
	213	142	10.26	721,312.15

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	5/2024	168,880.81
999	POOLED CASH FUND	6/2024	552,431.34
			721,312.15

**CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS**

6/11/2024

PROJECT #:	Coding	DATE		CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2022 Prior Payments	2023 Prior Payments	2024 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00	66,794.00				11,822.00	-	100.00%
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.	3,845,497.31	41,277.51	3,886,774.82		3,518,016.32		220,377.96	37,761.56	110,618.98	97.15%
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field	Doom & Cuyper's Construction, Inc.	171,642.00	6,078.00	177,720.00		177,000.00			-	720.00	99.59%
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00	51,540.63					23,459.37	68.72%
AP-003	482-43400-55120	2/13/2024	SRE Building	Sussner Construction	2,913,100.00		2,913,100.00						2,913,100.00	0.00%
ST-012	482-43300-55170	2/27/2024	S Whitney (E College to Jean)	D & G Excavating	1,565,706.60		1,565,706.60			194,851.01	149,782.92	18,138.63	1,397,785.05	10.72%
ST-001	101-43300-53425	3/26/2024	Chip Seals	Pearson Bros., Inc.	132,504.60		132,504.60						132,504.60	0.00%
ST-002	495-43300-55170	3/26/2024	Bituminous Overlay on Various City Streets	Central Specialties Inc.	610,442.88		610,442.88						610,442.88	0.00%
ST-010	482-43300-55170	4/23/2024	Lyon Circle Reconstruction	A&C Excavating, LLC	161,580.80		161,580.80						161,580.80	0.00%
PK-015	482-45200-55170	4/23/2024	Independence Park parking lot (back)	Town & Country Excavating LLC	197,216.00		197,216.00						197,216.00	0.00%
					14,702,890.19	796,715.51	15,499,605.70	118,334.63	3,695,016.32	194,851.01	370,160.88	67,722.19	5,547,427.68	

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson												
Meeting Date:	Tuesday, June 11, 2024												
Category:	NEW BUSINESS												
Type:	ACTION												
Subject:	Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project - 1) Resolution Declaring Cost to be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment												
Background Information:	This project consisted of: reconstruction and utility replacement on West Lyon Street from East College Drive to North 5 th Street, and North 3 rd Street from West Main Street to West Redwood Street. All utilities were replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North 3 rd Streets. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work.												
Fiscal Impact:	<p>Attached please find a “Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for the project. The following is a breakdown of the proposed project funding. The costs shown below include 16% for engineering and administrative costs, for a total project cost of \$4,381,637. The following is a proposed breakdown of the project funding:</p> <table style="margin-left: auto; margin-right: auto;"> <tbody> <tr> <td>Wastewater Fund</td><td style="text-align: right;">\$320,206</td></tr> <tr> <td>MMU</td><td style="text-align: right;">\$698,740</td></tr> <tr> <td>Surface Water Management Utility</td><td style="text-align: right;">\$924,558</td></tr> <tr> <td>City Participation (Ad Valorem)</td><td style="text-align: right;">\$1,884,632</td></tr> <tr> <td>Assessed to Property Owners</td><td style="text-align: right;"><u>\$553,501</u></td></tr> <tr> <td>Total Project Amount</td><td style="text-align: right;"><u>\$4,381,637</u></td></tr> </tbody> </table> <p>Attached please find the “Resolution for Hearing on Proposed Assessment,” setting the hearing date for the proposed assessments on July 9, 2024, for the above-referenced project.</p> <p>Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. Per Finance, the 2023A Bonding had a True Interest Cost of 3.27% for the Street Improvements, plus 2%, results in a 5.27% interest rate for Special Assessments.</p> <p>The term of the assessment repayment is proposed by staff to be 8 years. The City has no formal written policy on the term but has followed an administrative past practice to generally match the assessment repayment to the bond repayment term. If the assessment is substantially higher in cases such as commercial assessments, it may be appropriate to increase the assessment repayment term. Alternatively, on smaller assessment projects consideration could be made to shorten the assessment term. One other item to note is that if additional principal is paid each year the interest is recalculated annually to address the payments. Therefore, there is no penalty for individuals to repay on a more accelerated schedule if they choose.</p>	Wastewater Fund	\$320,206	MMU	\$698,740	Surface Water Management Utility	\$924,558	City Participation (Ad Valorem)	\$1,884,632	Assessed to Property Owners	<u>\$553,501</u>	Total Project Amount	<u>\$4,381,637</u>
Wastewater Fund	\$320,206												
MMU	\$698,740												
Surface Water Management Utility	\$924,558												
City Participation (Ad Valorem)	\$1,884,632												
Assessed to Property Owners	<u>\$553,501</u>												
Total Project Amount	<u>\$4,381,637</u>												

Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>that the Council adopt RESOLUTION 24-060, which provides for the “Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project.</p> <p>that the Council adopt RESOLUTION 24-061, which provides for the “Resolution for Hearing on Proposed Assessment” for Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project setting the hearing date on the proposed assessments for July 9, 2024.</p>

RESOLUTION 24-060

RESOLUTION DECLARING COST TO BE ASSESSED, AND ORDERING PREPARATION OF PROPOSED ASSESSMENT

WHEREAS, costs have been determined for the following project:

PROJECT ST-009: W LYON ST. / N 3RD ST. RECONSTRUCTION PROJECT – This project consisted of: reconstruction and utility replacement on West Lyon Street from East College Drive to North 5th Street, and North 3rd Street from West Main Street to West Redwood Street. All utilities were replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North 3rd Streets. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work.

AND WHEREAS, the price for such improvement is \$3,777,273, and the estimated expenses incurred in the making of such improvement amount to \$604,364, so that the total estimated cost of the improvement will be \$4,381,637.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALL, MINNESOTA:

1. The portion of the cost to be assessed against benefited property owners is declared to be approximately \$553,501. The portion of the cost to be paid by the Wastewater Fund is hereby declared to be approximately \$320,206. The portion of the cost of the project to be paid by MMU is hereby declared to be approximately \$698,740. The portion of the cost to be paid by the Surface Water Management Utility is hereby declared to be approximately \$924,558. The portion of the cost to be paid by the City (Ad Valorem) is hereby declared to be approximately \$1,884,632.
2. Assessments shall be payable in equal annual principal installments extending over a period of eight (8) years, the first of the installments to be payable on or before the first Monday in January, 2025, and shall bear interest at the rate of 5.27% per annum from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he shall file a copy of such proposed assessment in his office for public inspection.
4. The City Clerk shall upon the completion of such proposed assessment, notify the City Council thereof.

Passed and adopted by the City Council this 11th day of June, 2024.

Mayor

ATTEST:

City Clerk

This Instrument Drafted by: Jason R. Anderson, P.E.
Director of Public Works/City Engineer

RESOLUTION 24-061

RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a resolution passed by the Council on June 11, 2024, the City Clerk was directed to prepare a proposed assessment of the cost of the improvements for the following project:

PROJECT ST-009: W LYON ST. / N 3RD ST. RECONSTRUCTION PROJECT - This project consisted of: reconstruction and utility replacement on West Lyon Street from East College Drive to North 5th Street, and North 3rd Street from West Main Street to West Redwood Street. All utilities were replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North 3rd Streets. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work.

AND WHEREAS, the City Clerk has notified the City Council that such proposed assessment has been completed and filed in his office for public inspection.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALL, MINNESOTA:

1. A hearing shall be held on the 9th day of July, 2024 in the Council Chambers of City Hall located at 344 West Main Street to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. They may at any time thereafter, pay to the City of Marshall, the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 15 or interest will be charged through December 31 of the succeeding year.

Passed and adopted by the City Council this 11th day of June, 2024.

Mayor

ATTEST:

City Clerk

This Instrument Drafted by: Jason R. Anderson, P.E.
Director of Public Works/City Engineer

COST BREAKDOWN
Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project
CITY OF MARSHALL, MINNESOTA
Per Pay Request #10 dated 12/18/2023 AND Addison Plan Quantities

ITEM	TOTAL	SPECIAL ASSESSMENTS	WASTEWATER FUND	MMU	Mn/DOT	SURFACE WATER MANAGEMENT UTILITY	AD VALOREM
SANITARY SEWER	\$176,250	\$80,318	\$95,932				
WATERMAIN	\$268,070	\$0		\$268,070			
STORM SEWER	\$553,741	\$9,940				\$543,800	
DRIVEWAY	\$36,669	\$14,137		\$0			\$22,532
SIDEWALK	\$29,603	\$0					\$29,603
STREETSCAPING	\$631,875	\$126,375		\$0			\$505,500
STREET	\$2,685,429	\$322,731	\$224,274	\$430,669	\$0	\$380,757	\$1,326,997
TOTALS	\$4,381,637	\$553,501	\$320,206	\$698,740	\$0	\$924,558	\$1,884,632
% PARTICIPATION	100.0%	12.6%	7.3%	15.9%	0.0%	21.1%	43.0%

CONTRACT AMOUNT	3,777,273.34
CONTINGENCIES	0.00 ^{0%}
	3,777,273.34
ENG. & ADMIN.	604,363.73 ^{16%}
	4,381,637.07

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, June 11, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Appointments to Various Boards, Commission, Bureaus, and Authorities.
Background Information:	<p>Under Chapter 2, Article VI, Section 143 the City Charter states: "Appointments to all boards, commissions, bureaus and authorities shall be by the mayor and shall be confirmed by the council with the exception of the housing and redevelopment authority."</p> <p>Interviews were held prior to the regular city council meeting.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To approve and appoint to the various Boards, Commissions, Bureaus, and Authorities.

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, June 11, 2024
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Adult Community Center, Cable Commission, Economic Development Authority</p> <p>Schroeder – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p>Alcorn – Community Services Advisory Board, MMU Commission</p> <p>Moua-Leske – Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission; Library Board</p> <p>Lozinski – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

TO: Honorable Mayor and Members of the City Council; City Staff

FROM: Sharon Hanson, City Administrator

DATE: June 11, 2024

SUBJECT: Administrative Brief

CITY ATTORNEY

Some highlights from the office of City Attorney for the month of May

- Attended meetings.
- Reviewed documents for Broadmoor estates subpoena.
- Coordinated depositions and reimbursement for time spent on deposition with Schierholz lawyer.
- Reviewed natural gas extension agreement.
- Reviewed American Testing contract and drafted email for staff to send requesting changes.
- Accumulated chicken ordinances for intern to get started on preparing information for Council.
- Reviewed contracts and provided Certificate of City Attorney.
- Responded to multiple questions about zoning between city and County.
- Respond to questions from Public Safety regarding data.
- Finalized staff memo for THC proposed ordinance.
- Responded to questions regarding C.U.Ps for duplexes.
- Answered questions regarding possible ditch issue.
- Send draft ordinance example for Parkland fees.
- Provided entertainment contract for Juneteenth.
- Review Elaine park questions.
- Respond to questions about community land trusts.
- Review changes for wine on-sale ordinance.
- Reviewed Cooperative Construction Agreement.
- Discuss swat team damage and statute.

Work of other K&G Attorneys:

- Attorneys Devaney and Alsop prepared two employees subpoenaed for upcoming depositions.
- Attorney Vose assisted with Franchise ordinance.
- Attorney Zuelke assisting with Drainage easements.
- Attorney Gilchrist took lead on ditch discussion.

360 overview of some legislative changes (not necessarily all inclusive):

- Additional changes to Cannabis law which were extensive and include, but are not limited to, preliminary approvals of licenses for all categories of Cannabis businesses, automatic approval of municipal dispensaries if cities apply but without counting against any number on licenses, cultivators have ability to start growing right away under certain scenarios, creation of a new medical cannabis combination license.

- Licensed residential facilities of 6 or fewer permitted use in residential districts and not subject to rental codes.
- Some additional tenant protections related to evictions which preempt any conflicting local ordinances, which there are none in Marshall.
- Establishment of establish a resilient community assistance program to assist local government units, Tribal governments, and other relevant organizations as determined by the commissioner in adapting to and developing community resilience to impacts of climate change.
- Changes to Earned Safe and Sick Leave. Among other things, changed definition of employee and clarified using a base rate rather than hourly rate.
- Changes to Family Paid Leave which goes into effect on January 1, 2026. Many of amendments provide new and expanded definitions of terms.
- Liquor law change in that a city may issue an on-sale malt liquor license to a resort as defined in section 157.15, subdivision 11, notwithstanding any law, local ordinance, or charter provision. A license issued under this paragraph authorizes sales on all days of the week to persons staying at the resort and their guests.

CITY PROSECUTOR:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2024	2023 Comparison
Prosecution	2	1	5	1	10	10	2	31	17
Dismissed									
Non-Prosecution	3	1			1			5	10
Refer to County									1

ADMINISTRATION

- This past month's activities include meetings and planning for Juneteenth events which will take place on June 19th. Other DEI activities include an initial session to formulate a DEI Strategic Plan.
- Staff held discussions and formulated a procedure on how to handle complaints regarding political sign placements as well as general information on political signs. This information is contained in the Council packet for this meeting.
- Attended Senator Dahms and Representative Chris Swedzinski Town Hall.
- Attended with Mayor and EDA Director ground-breaking event for the Southwest West Central (SWWC) Service Cooperative Office located north of US Bank.
- Held various staff meetings as well as attended several City Council committee mtgs.
- I continue to work with City Administrative Intern Stephen Zimmer on work assignments and general learning opportunities.

Economic Development Authority

- Construction has started on several projects including the SWWC Admin Office, Kwik Trip (Main St), and Marshalls.
- Staff is hosting a Business Leader Roundtable on June 17th. These roundtables are an opportunity to learn from other business leaders and determine priority areas for the EDA.
- The first Child Care Strategic Supply meeting will be held on June 18th. This eight-month program will evaluate daycare challenges in the community, establish goals to address needs, and provide actionable work groups to work towards solutions.

- Housing: Staff continues to work with two developers on multi-family housing projects (market rate and affordable).
- EDA Board approved financial support for UCAP's single family housing program.
- East College Economic Revitalization Grant has begun issuing grant funds. Of the 26 approved applications, seven applicants have completed work and are in the process of receiving reimbursement.

Human Resources

- Staffing: The City welcomes Jill Dolsen into a part-time Community Services Officer position and Jackson Stauffacher and Caleb Witte into our full-time Police Officer positions. The Police Advisory Board certified a new eligibility roster for the Police Officer position in May; from that roster, two candidates are being backgrounded to fill one full-time and one part-time position. Once we hire into these two positions, all current vacancies in the Police Department will be filled. Staff are currently interviewing candidates for a Maintenance Worker position. Many temporary employees continue to be hired for a variety of summer positions in our recreation and community education programs.
- Safety training: Seasonal and pool staff will receive training on the OSHA required safety topics in June. Employees from Parks and Streets will be trained in tree work—PPE, chainsaw basics, felling, limbing, pruning, knots and ropes, and safety issues while working at heights. In July, our MMUA safety consultant will perform our all-facility safety audit—a friendly walk-through of all our facilities to identify hazards or other issues that need to be resolved.
- On May 25, 2024, Governor Walz signed into law amendments to the earned sick and safe time leave law. HR staff will work in consultation with the League of MN Cities on amendments to our personnel policy that will be required to comply with the changes.

Clerk

- Attended the Public Improvement and Transportation Committee in June to discuss MERIT Center drainage.
- Equipment Review Committee met regarding a Tractor/Loader grant for the municipal airport and a Robotic Total Station for the Engineering Department
- The Legislative & Ordinance Committee met to discuss golf carts, registration for intoxicating cannabinoid products, wind turbines, and backyard chickens.
- The Ways & Means Committee reviewed suggestions by staff to add an Administrative Citation Fine and a City Event/Public Property Use Fee to the fee schedule. Mobile Food Unit licenses were also discussed to adjust the daily fee to \$50 and to increase the annual license to \$300. The Committee also awarded two fire department scholarships, who have been informed, and would have their scholarships presented to them by the Fire Department at a later date.
- Working with City Attorney on a natural gas franchise agreement and ordinance.

Finance

- 2023 Audit – Staff expect BerganKDV to issue the audited financial statements before the end of the month and to meet with Council to discuss audit results at the first meeting of July.
- 2025 Budget – The leadership team will draft proposed departmental budgets to submit to Finance over the next month. At a work session at 4:00 PM on July 23rd Council will hear community organization requests. A budget work session will start at 3:00 PM on August 27th and will include capital requests, operating budgets, and a presentation on the preliminary tax base changes.
- The Office of the State Auditor (OSA) is forming a Local Government Oversight Task Force that will be dedicated to reviewing and modernizing local audit requirements for counties, cities, townships, school districts and special districts. The primary goals of this Task Force are to streamline existing regulations to ultimately enhance accountability while reducing administrative burdens. The OSA asked the Minnesota Government Finance Officers Association (MNGFOA) to nominate two representatives to

serve as task force members. The MNGFOA notified members and asked for nominations stating ideal candidates should understand auditing from either the auditee or auditor perspective and be passionate about improving financial oversight at the local level. The Director of Administrative Services volunteered as he worked for the OSA as an auditor for 14+ years, before spending 9+ years with Lyon County and the last 2+ years with the City of Marshall as an auditee. The MNGFOA Executive Board recently met and selected two representatives for the task force – Chris Knopik, Principal of CPA firm CliftonLarsonAllen, and E.J. Moberg.

Initial Individual Meetings with State Auditor Blaha: June and July

First Task Force Meeting: Early August

Meeting Frequency: Every two weeks starting August

Format: Hybrid (in-person and virtual options available)

Assessing

- Staff continues to work on quintile viewing, processing sales and assisting with budget information.

Liquor Store

- May Financials: Sales 706,704.2 +6.3%, Customer Count 19,237 +4.19%, Ticket Average \$36.74 + 2.03%. Overall, another strong month for the financials.
- Staff have been working on the floor to remove some displays to make aisles wider for the customer shopping experience.
- Staff have also been working on floor summer displays with beer and ready to drink cocktails. We have plenty of product to meet the demand for customer shopping for pre-made cocktails and beer.

COMMUNITY SERVICES

Parks & Recreation

- Removed Lockwood Rink ice, performed maintenance, and reinstalled all new ice, logos, and curling lanes.
- Aquatic Center opened for the season on 5/31/24 with a soft opening – no significant issues were had during start-up.
- Doing our best to keep up with mowing, trimming, etc. with the heavy rainfalls this spring/early summer while prepping for daily events.
- Hosted section softball and baseball games at Amateur Sports Complex and Legion Field.
- Working on a finalized contract for construction at Independence Park as part of DNR grant, got update from DNR this week and excited to get project bid.
- Working to complete all the flower plantings for the season – 100 flowerpots have been set around downtown and, in the parks – check them out, they look great!!
- Hosted several soccer events at Complex on Channel Parkway and they have been attended well – work continues at site to meet the needs for soccer field space.
- Tent rentals and table rental have been extremely busy this spring with numerous events.
- Recreational programming is plentiful with hockey, volleyball, track & field, soccer, football, gymnastics, baseball, t-ball, softball, and basketball all underway, with more sports activities kicking off next week.

Community Education

- We finished the Winter/Spring season and have started with summer programming full swing this week! Registrations are up and we are staying very busy assisting callers and visitors with registration using our new program, Finnly Sport.
- The summer brochure has a few new classes this summer! Fishing Fun, Basic Welding and Automotives, Parent and Me Cake Pops, Cupcakes in a Jar and Camp Cardboard! Of course, we still have the usual popular choices such as Archery, SMSU Children's Theatre, Sweet Treats and summer Art Camp!
- Community Education is busy planning Juneteenth, 4th of July Celebration and Welcoming Week community events as well.

Studio 1

- We had a very busy May: covering all of the school concerts, plays, sporting events and graduations.
- We provided a live broadcast and feed for the MHS gymnasium video board for the Pride in the Tiger Foundation Scholarship Awards Ceremony.
- We will be capturing updated photography and video footage of the whole community throughout the summer to be used for marketing and recruitment projects in the future.
- Be sure to catch our live broadcasts of every Marshall Municipal Band concert this summer on Wednesday nights at 7:00 PM on the Studio 1 channel!
- We continue to cover sporting and community events throughout town and produce our recurring monthly shows such as Tiger Talk, Community Connect, and Senior Compass.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- Over 230 open permits.
- A new airport hangar is the largest project under construction. Kwik Trip permit is issued. Several other large projects are in a plan review stage.
- Rental Ordinance is approved, and people have been applying for registration.
- Sign ordinance is being reviewed.

PUBLIC WORKS DIVISION

Engineering

- Project ST-001-2024: Chip Sealing on Various City Streets – Council awarded to Pearson Bros., Inc. of Hanover, Minnesota, at 03/26/2024 City Council.
- Project ST-002-2024: Bituminous Overlay Project - Council awarded to Central Specialties, Inc. of Alexandria, Minnesota. ADA and curb work has been completed; turf restoration is currently happening. The contractor anticipated starting to mill the week of June 10th with paving activities starting soon after that.
- Project ST-007: UCAP Bus Shelter Installations – Project plans are complete. Staff is waiting on final contract requirements from UCAP Transit for their MnDOT grant. Once received, staff will recommend advertisement for bids.
- Project ST-009: N. 3rd St./W. Lyon St. Reconstruction (R&G Construction Co.) –The construction of the Addison Parking lot has been completed. Project is substantially complete.
- Project ST-010: Lyon Circle Reconstruction Project – Lyon Circle Reconstruction Project – The pre-construction meeting held 6/10/2024, utility work is anticipated to start in late June.
- Project ST-012-2024: South Whitney Street Reconstruction Project (East College Drive to Jean Avenue) – The contractor is on site and construction has started on the first portion of the project (E College Dr. to E Marshall St.). The sanitary sewer mainline and the new watermain has been installed in this phase. The contractor is now working on the sewer services.

- Project PK-015: Independence Park Parking Lot Project: The contractor is on site and has the storm sewer and tile installed. They are currently working on the sub cut to install the fabric and gravel.

Wastewater

- Staff have completed 298 preventative maintenance work orders in the last 30 days.
- Plant operators have ~~started~~ completed spring maintenance tasks on outdoor equipment.
- Summer jetting of the sanitary lines has started.
- Working on the televising of various sanitary lines.
- Routing and crack filling asphalt roadways in the Wastewater facility.
- Sampling and running annual Whole Effluent Toxicity (WET) test required by the NPDES permit.
- Working with the last of our five Significant Industrial Users to approve their SIU agreement.
- The last two pumps arrived last week for the HWY 23 project. The contractor has started mobilizing equipment.

PUBLIC SAFETY DIVISION

FIRE DEPARTMENT

- The Fire Department responded to sixteen (16) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (5)
 - Fire; Structure (8)
 - Medical Assist (0)
 - Vehicle Accident (3)
 - Other – Assist (0)



Police Department

- The Marshall Police Department responded to 981 calls for the month of May. 115 criminal offenses were reported with a total number of 48 adults and 2 juveniles arrested.

Officer's Report

- Alarms (8)
- Accidents (27)
- Alcohol involved incidents (1)
- Assaults (4)
- Domestic Assaults (17)
- Burglaries (3)
- Criminal Sexual Conduct (0)
- Damage to Property (3)
- Keys Locked in Vehicles (25)
- Loud Party (5)/ Public Disturbances (7)
- Thefts (18)
- Traffic Related Complaints (258)
- Vandalism (7)

- Warrant Pickups (5)
- Welfare Checks/Mental Health (32)

Detective Report

- The death of a 4-year-old Marshall boy is under investigation. The City of Marshall Emergency Management, Marshall Fire Department, Lyon County Sheriff's Office, North Memorial Ambulance, and the Ramsey County Medical Examiner have all assisted in the investigation.
- A 24-year-old Grand Island, NE man was arrested for criminal sexual conduct at the conclusion of a sexual assault investigation at a Marshall hotel.
- A 45-year-old Marshall woman was arrested for forgery at the completion of an identity theft investigation.
- An investigation of a report of threats of violence ended with the arrest of a 38-year-old Marshall man.
- A stolen vehicle from Marshall was later located in Marshall. The case was forwarded to the Lyon County Attorney's Office for auto theft charges on a juvenile.
- A 39-year-old Minnesota man was arrested for possession of ammunition by an ineligible person at the conclusion of an investigation stemming from a traffic stop.
- Six cases of criminal sexual conduct, thirteen theft cases, and eleven assault cases were investigated during the month of May.
- Five identity theft cases and four thefts by swindle cases involving scams were investigated.
- Twenty-one child protection reports and five reports from the Minnesota Adult Abuse Reporting Center were investigated in conjunction with Southwest Health and Human Services.
- Tobacco compliance checks were conducted as part of the Congratulate and Educate program from the Minnesota Department of Human Services at all Marshall businesses that sell tobacco products.
- Two pre-employment background investigations have been started.



MERIT Center

- In May, MN West held Basic Rider Motorcycle Courses, EVOC, Commercial Vehicle Inspection (CVI) Recertification Course and is continuing CDL training utilizing the driving track at the MERIT Center.
- On May 9th Southwest Health Care Coalition held HPP Coop Workshop with 15 attendees.
- On May 14th the USDA held District 5 Manager's Meeting/PT Training with 20 attendees.
- On May 16th the Marshall PD conducted interviews.
- On May 16th ADM held Contractor Safety Training with 40 attendees.
- From May 22nd to May 24th ADM held Aerial Lift Training with 34 attendees daily.
- On May 22nd the SW Emergency Communication Board held a Radio Board Meeting with 25 attendees.
- On May 23rd the BCA held Search Warrants Training with 35 attendees.
- From May 28th to May 31st ARMOR Training held GWO Training with 4 attendees daily.
- The MERIT Center was utilized 13 out of 31 days with 19 reservations in May. There was a total of 393 attendees.

MONTHLY REPORT OF ACTIVITY FOR MARSHALL POLICE For Month and Year ending May 2024 (YTD TOTALS)

OFFENSE/ARREST DATA

	Offenses		Actual	Total Arrests/Excluding traffic	
	Reported	Unfounded	Offenses	Adult	Juvenile
January	75	0	75	33	0
February	93	0	93	19	2
March	66	0	66	33	0
April	98	0	98	36	2
May	115	0	115	115	4
June					
July					
August					
September					
October					
November					
December					

YTD 2024	447	0	447	236	8
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Averages for all Activities (Calls for Service)

	#Calls	Time in Hrs
	Total	Spent
January	762	347
February	809	325
March	1061	378
April	865	350
May	981	435
June		
July		
August		
September		
October		
November		
December		
YTD 2024	4478	1835

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept	Oct.	Nov.	Dec.	YTD
Hit and Run	2	3	7	8	6								26
Property Damage	26	15	22	16	17								96
Personal Injury	3	3	5	2	4								17
Fatalities	1	0	0	0	0								1
TOTAL 2024	32	21	34	26	27	0	0	0	0	0	0	0	140

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	17	106	134	70	104								431
Parking Tickets	24	30	72	18	2								146

Activities (Calls For Service) *High Hours Expended

	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Alarms	20	14	10	8	8								60

Alcohol	1	2	1	1	1								6
Animal Bite	2	2	1	1	3								9
Animal Complaint	8	0	11	13	16								48
Assault	8	3	6	9	4								30
Assists	56	49	53	45	52								255
Auto Theft	0	3	0	1	2								6
Bike Found	1	4	7	6	5								23
Bike Theft	0	2	0	0	1								3
Burglary	4	3	1	4	3								15
Bus Violation	11	2	3	3	2								21
Check Forgery	0	1	0	0	0								1
Check Fraud	1	1	0	0	0								2
Civil Matters	8	8	11	15	18								60
Criminal Sex	4	8	6	0	0								18
Damage to Prp	1	2	3	2	3								11
Death Investigation	3	4	5	2	2								16
Domestics	21	12	12	16	17								78
Drugs/Narcotics	0	2	2	1	2								7
Family Matters	7	8	17	11	9								52
Fire Alarm	0	0	0	0	0								0
Gas Meal Assist	1	2	3	0	3								9
Gun Permits	6	6	18	9	8								47
Harassment	9	12	13	9	10								53
Intoxicated/Detox	0	1	1	1	1								4
Keys Locked In vehicles	26	23	23	21	25								118
Mental Health	12	3	11	8	10								44
Fraud	0	3	2	3	2								10
Parking Complaints	41	75	129	25	23								293
Party Loud Party	4	6	7	7	5								29
Pred - Sex Offender	0	0	0	2	1								3
Property Found	13	4	6	10	16								49
Public Disturbance	8	11	15	14	7								55
Pursuit	0	0	0	0	0								0
Runaway	7	6	2	3	3								21
Escort Funeral,other	7	10	8	11	9								45
Search Warrant	0	0	0	0	1								1
Suspicious Anything	15	12	21	35	43								126
Suspicious Vehicle	6	15	7	10	6								44
Tobacco Violation	4	9	6	4	1								24
Theft	22	16	16	24	18								96
Trains	0	0	0	0	0								0
Transport (Marshall PD etc)	2	1	4	2	4								13
Trespassing	5	8	8	7	7								35
Traffic Related Complaints	111	148	289	203	258								1009
Unsecured Building	0	0	0	1	4								5
Vandalism	4	5	5	7	7								28
Violation of OFP	4	4	2	5	6								21
Warrant Pickups	8	7	14	5	5								39
Welfare Checks	27	18	22	18	22								107
Welfare Fraud	0	0	0	0	0								0
ERU Activated	0	0	0	1	0								1
Weapons Involved	2	2	0	4	0								8
YTD 2024	500	537	781	587	653	0	0	0	0	0	0	0	3058

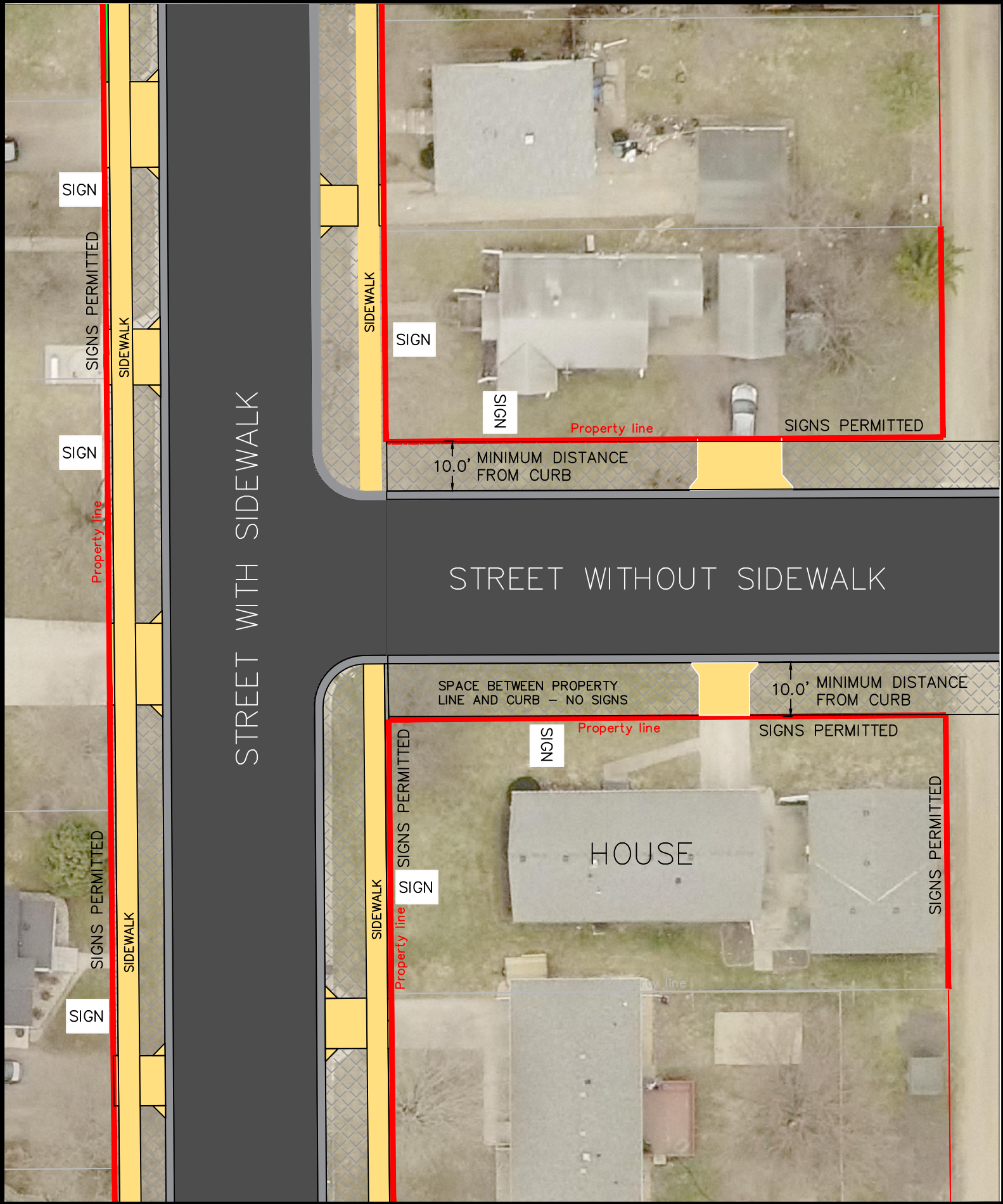
OFFENSE ACTIVITY BY DAY OF WEEK

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
January	13	17	13	8	8	5	11
February	9	16	19	13	20	8	8
March	10	15	11	3	9	12	6
April	17	14	10	16	18	7	16
May	13	9	14	11	26	22	20
June							
July							
August							
September							
October							
November							
December							

YTD 2024	62	71	67	51	81	54	61
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DETECTIVE / INVESTIGATIONS ACTIVITIES

	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Felonies	28	23	28	22	29								130
Gross Misdemeanors	36	28	24	20	19								127
Misdemeanors	19	21	18	24	32								114





Rules Regarding Political Signs and City Procedures Regarding Complaints

Rules Regarding Political Signs

Improperly placed signs can create safety hazards and interfere with a driver's vision along streets and roadways. City right-of-way also serves the purpose of conducting, transmitting or distributing water, drainage, sanitary sewage, electricity, steam, gas, or electronic communications. To maintain these important services and for the betterment of traffic safety while affording office-seekers the opportunity to inform the public, the following rules govern the placement of signs in the City of Marshall:

Minnesota Statute 211B.045: The City of Marshall follows [Minnesota Statute 211B.045](#) regarding the posting of noncommercial signs during state general election year.

While the City cannot regulate the size or number of signs during this time period, signs are not allowed to be placed in the city right-of-way and residents are reminded to follow the City setbacks and place all signs out of the public right of way (see map for guidance).

Noncommercial Signs Exemption 211B.045: In any municipality, whether or not the municipality has an ordinance that regulates the size or number of noncommercial signs, all noncommercial signs of any size may be posted in any number from forty-six (46) days before the state primary in a state general election year until ten (10) days following the state general election.

Unsure of your property line? For further information, please visit <https://geomoose.lyonco.org> and note the yellow lines that provide reference to your approximate property lines.

****Note:** A homeowners association or covenants specific to a development may have additional restrictions on signage.

For more information contact Public Works at 507-537-6773.

Procedure Regarding Political Sign Placement Complaints

When a complaint is received and the sign is found to be in violation of City Code or state law, the following procedure will apply:

1. The City Clerk's office will contact the candidate or responsible party and notify them of the violation.
2. The candidate or responsible party will have 48 hours to remove the sign or remedy the violation except for during the following:

- All signs found in violation 48 hours before the primary or general election will be removed by city staff as there will not be enough time to notify the candidate before Election Day.
- Any sign placed on public property is subject to immediate removal by city staff.
- There is no limit to the number of signs that may be posted.
- Signs can only be placed on private property with the owner's permission.
- Signs cannot be attached to fences, trees, street or traffic signs, utility poles, or like items.
- Signs cannot be placed on any public property, including but not limited to city parkland or other city properties or buildings, along trails, sidewalks, or public school and county properties.
- Political signs are not allowed in the public right-of-way/boulevard area. Signs shall be on private property and not less than 10-FT from the nearest edge of the pavement.
- On Election Day, campaign signs cannot be located within 100 feet of a polling place or anywhere on public property on which a polling place is located.

If political campaign signs are found to be in violation and safety concerns require immediate removal by city staff, the signs will be held by the city for seven days. Political campaign signs placed on private property, without permission of the private property owner, may be disposed of immediately by the private property owner.

Key Dates for 2024:

Date signs can be placed June 28, 2024

Date signs must be removed November 15, 2024

*Unsuccessful candidates are encouraged to remove their signs 10 days after the Primary Election (August 13).

PRESS RELEASE DISTRIBUTED TO THE FOLLOWING:

Marshall Independent
KMHL/KKCK
City Of Marshall-Website/Social Media

OFFICE OF CITY ADMINISTRATOR

344 WEST MAIN STREET

MARSHALL, MN 56258

PHONE: 507-537-6770 FAX: 507-537-6830



Political Sign Placement and Complaint Process

Marshall, MN – June 11, 2024 – After numerous complaints regarding placement of political campaign signs in 2022, the city of Marshall is sharing information ahead of the 2024 campaign season regarding the rules on political signs as well as how the city will respond to complaints on where those signs are placed.

Improperly placed signs can create safety hazards and interfere with a driver's vision along streets and roadways. City right-of-way also serves the purpose of conducting, transmitting or distributing water, drainage, sanitary sewage, electricity, steam, gas, or electronic communications.

To maintain these important services and for the betterment of traffic safety while affording office-seekers the opportunity to inform the public, the city wants to inform the public by providing the rules regarding political signs, but also establish a procedure for handling citizen complaints regarding the placement of those signs.

Please see the following link for information on rules regarding political signs and procedures for handling citizen complaints concerning political sign placement:

[Insert web link here]



Permit List - Build/Plumb/HVAC/Sign - For Council

Applicant Name	Location	Description of Work	Valuation	Approved Date
BCI Construction	100 LONDON RD	New Building/House	6628000.00	05/31/2024
BERNIE HECK CONSTRUCTION	903 HACKBERRY DR	Deck	12096.00	06/05/2024
BOT PROPERTIES LLC	104 A ST N	Building Addition	1000.00	05/29/2024
Choices Pregnancy Center	1212 COLLEGE DR E	Monumental (ground) Sign	3186.00	05/29/2024
COUDRON/TIMOTHY J	1316 PARKSIDE DR, 1316 PARKSIDE DR	Doors, Windows	5360.00	05/23/2024
GESKE HOME IMPROVEMENT CO	606 5TH ST N	Windows	4800.00	05/29/2024
GESKE HOME IMPROVEMENT CO	113 PARK AVE, 113 PARK AVE	Doors, Windows	9600.00	05/28/2024
Jeremy Swenson	103 GRAY PL W	HVAC - Air Conditioning, Furnace	8000.00	06/04/2024
Karen Pearson	814 MAIN ST W	Plumbing - New building	90000.00	06/04/2024
KEVIN LANOUE CONSTRUCTION LLC	114 RANCH AVE, 114 RANCH AVE	Re-Siding, Windows	50000.00	05/30/2024
Kevin V Goslar	307 3RD ST N	Plumbing - Water heater	1350.00	06/04/2024
KWIK TRIP INC	814 MAIN ST W	New Building/House	3500000.00	05/24/2024
Mathew Henry Coequyt	609 HERITAGE CIR	Plumbing - Piping replacement	2000.00	05/23/2024
SCHILLING/RONALD & DONNA/TRSTS	610 REDWOOD ST W	Building Demolition - Total Building ONLY	3000.00	05/23/2024
SCHMIT/JON V & MICHELLE D	606 ELAINE AVE, 606 ELAINE AVE	Re-Siding, Windows	13600.00	05/31/2024
TANGHE/DARLYS/TRUST AGREEMENT	601 COUGAR CT	Deck	13440.00	06/05/2024
WYFFELS/BRADIN	710 S BEND AVE	Accessory Building (Garages, Sheds, Gazebos, etc)	27360.00	06/04/2024



Upcoming Meetings

June

- 06/11 Equipment Review Committee, 4:00 PM, City Hall
 - 06/11 Board & Commission Interview, 5:00 PM, City Hall
 - 06/11 Regular Meeting, 5:30 PM, City Hall
 - 06/11 Board & Commission Interview, 4:45 PM, City Hall
 - 06/25 Regular Meeting, 5:30 PM, City Hall
-

July

- 07/09 Regular Meeting, 5:30 PM, City Hall
- 07/23 Work Session, 4:00 PM, City Hall
- 07/23 Regular Meeting, 5:30 PM, City Hall
- 07/30 City Candidate Filing Begins

2024 Regular Council Meeting Dates

2nd and 4th Tuesday of each month *(Unless otherwise noted)*

5:30 P.M.

City Hall, 344 West Main Street

January

1. January 9, 2024
2. January 23, 2024

February

1. February 13, 2024
2. February 27, 2024

March

1. March 12, 2024
2. March 26, 2024

April

1. April 9, 2024
2. April 23, 2024

May

1. May 14, 2024
2. May 28, 2024

June

1. June 11, 2024
2. June 25, 2024

July

1. July 9, 2024
2. July 23, 2024

August

1. Monday, August 12, 2024
2. August 27, 2024

September

1. September 10, 2024
2. September 24, 2024

October

1. October 8, 2024
2. October 22, 2024

November

1. November 12, 2024
2. November 26, 2024

December

1. December 10, 2024
2. December 17, 2024

2023 Uniform Election Dates

- | | |
|---------------------|---------------------|
| • February 13, 2024 | • May 14, 2024 |
| • March 05, 2024 | • August 13, 2024 |
| • April 09, 2024 | • November 05, 2024 |

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

Subdivision 1. School districts; counties; municipalities; special taxing districts. No special taxing district governing body, school board, county board of commissioners, city council, or town board of supervisors shall conduct a meeting between 6:00 p.m. and 8:00 p.m. on the day that an election is held within the boundaries of the special taxing district, school district, county, city, or town. As used in this subdivision, "special taxing district" has the meaning given in section 275.066.